

Town of Warwick Broadband Service Service Agreement & Acceptable Use Policy¹

The following general terms and conditions govern all service agreements between Warwick Broadband Service (hereafter referred to as "WBS") and its subscribers. WBS reserves the right to change these terms and conditions at any time.

Term of Contract:

The term of this agreement is twelve (12) months.

Acceptable Use Policy:

We respect our subscribers' privacy at WBS. We exercise no control over the content of the information passing through WBS. As a subscriber, subscriber is fully responsible for the privacy of, content of and liability for subscriber's own communications. The persons and organizations, including WBS subscribers, who publish materials and information which are accessible through WBS, are solely responsible for the content of such materials and information, and are solely responsible for knowing and complying with all laws applicable to the publication of such materials and information. WBS does not accept responsibility for the content of the materials and information published by others that are accessible through WBS's network, and does not accept responsibility for the violation of any laws resulting from such publication.

The use of the WBS network for any kind of illegal activity is forbidden and will result in the subscriber being denied access to the network. Spamming, bullying, and libellous content are not allowed, and will cause immediate termination of subscriber's service. In the event of any such termination, the subscriber will be responsible for the immediate payment of all charges for the current term, including unbilled charges and any applicable penalty fees (e.g., early termination fee).

The Town of Warwick will take immediate action against any WBS subscriber who abuses any of WBS's facilities, services or resources. WBS will review all complaints or instances of inappropriate utilization of facilities, services or resources. WBS will decide, at its sole discretion, what action is to be taken, including the suspension or termination of user account services. A subscriber who has any complaints about another subscriber's utilization of WBS's services or facilities should contact WBS at once.

¹ As approved by the Broadband Committee on June 8, for reviewed by Town Counsel Dupère, and edited on June 16 by Miryam Ehrlich Williamson in response to discussions with the Selectboard the previous evening.

By using WBS's facilities, services or resources, subscriber indicates acceptance of the terms and conditions set forth in this document. All subscribers must be at least 18 years old to obtain an account with WBS, and may be required to provide proof of age.

Subscribers may share their connection to WBS locally with neighbors, but only the subscriber and members of the subscriber's household may contact WBS support. The subscriber will also be held responsible for the appropriate use of this connection, even if other households have access to WBS through the subscriber's equipment. As such the subscriber is responsible for providing his/her neighbors with a copy of this Policy.

System and Network Use Policies:

It is the responsibility of all WBS subscribers and others who have access to WBS's services to:

- Use WBS's facilities, services or resources in a manner that does not violate any applicable laws or regulations.
- Maintain up-to-date anti-virus and anti-malware software on all computers connected to the network.
- Respect the privacy of other users, and not intentionally seek information on, obtain copies of or modify files, other data or passwords belonging to other users without the latter's permission.
- Respect the legal protection provided by copyright, trademark, licenses and other laws to programs, data and documents. In other words, subscriber may not upload to WBS any data or software that is subject to distribution or copyright limits. Subscriber has the sole liability for any data or software uploaded to WBS via subscriber's account. Use WBS's facilities, services or resources in a manner that does not interfere with or disrupt other network users, services or equipment. Such interference or disruption includes, but is not limited to:
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 - Sending unsolicited bulk email (SPAM);
 - Propagation of computer worms or viruses;
 - Use of the network to make unauthorized entry to other computational, information or communications devices or resources; or
- Use of the network to host high volume Internet or e-mail services.

All subscribers and others who have access to WBS's services are expected to use good judgment. A flexible, friendly atmosphere can be maintained if every subscriber uses the service with care. As the subscriber, you are responsible for all actions taken on your account, and are required to follow all applicable laws, statutes and government regulations.

Payment of WBS Services and Fees:

All accounts will be billed by email monthly for services, in advance, on or near the first of each month. All invoices are due and payable upon receipt, unless prior payment arrangements otherwise have been made. If payment has not been received by the 15th day of the month, the subscriber will receive an email reminder that the bill is past due. WBS may discontinue subscriber's services if payment is not received within 30 calendar days of the due date. Late payments may result in assessment of a late fee of [insert amount] and/or an increase in the following month's bill.

All returned checks will be subject to a \$35.00 fee each time they are rejected by subscriber's bank. Subscriber's service may be interrupted if a dishonored check is not paid in full, along with all applicable fees, at WBS's offices within five (5) business days of receipt of notice of rejection from subscriber's bank.

In the event WBS should commence any legal action or actions, or otherwise seek to enforce a service agreement against a subscriber, subscriber shall pay reasonable attorney(s) fees, court costs and other expenses incurred by WBS, whether or not suit is filed. WBS reserves the right to assess legal fees, including attorney and court fees, upon any subscriber who, by subscriber's action or inaction, directly or indirectly causes WBS to be a defendant, co-defendant or have to testify in any civil or criminal legal action or arbitration.

Early Termination Fee; Equipment Fee; Transfer Fee:

Early termination fees will be assessed against any subscriber whose WBS service agreement is prematurely terminated for any reason. Early termination will result in a charge of \$100.00 for residential service. Once WBS equipment has been installed and a subscriber wishes to move or transfer the equipment to another location within the WBS service area, the subscriber will be responsible for the full cost of installing the equipment at the new site.

In cases of hardship, TWBS may waive the early termination fee at the discretion of the Commissioners of the Enterprise Fund or their designees.

Use of Subscriber Information:

WBS has the right to compile and store as much information about subscriber and subscriber's computer and related equipment as necessary to provide service.

Reselling and Transferability of WBS Services:

Subscriber's service agreement with WBS is strictly confidential and is not transferable or assignable by subscriber without the prior written consent of WBS.

WBS may suspend or terminate subscriber's use of WBS services for any legal reason and at any time, including if WBS determines, in its sole discretion, that subscriber has failed to comply

with any of the terms of WBS's Service Agreement & Acceptable Use Policy. More specifically, WBS reserves the right to prohibit any conduct by any subscriber or remove any WBS materials or equipment from any subscriber transmission site or service area. WBS also reserves the right to take or terminate the use of any WBS user name or email address at any time. WBS retains the right to change any of its services and may change its billing methods at any time. WBS has the right to terminate any service at any time without notification.

Account Suspension/Cancellation Terms and Conditions:

Unless otherwise provided in a service agreement, WBS subscribers have the right to cancel their service agreements at any time for any reason after the first twelve (12) months, but within the first twelve (12) months they shall be subject to an early termination fee of \$100., subject to imposition of early termination fees. To avoid being charged for the following month, subscriber must cancel the service agreement in writing at least five business days before subscriber's next billing period.

WBS reserves the right to suspend and/or cancel any subscriber account in accordance with the provisions of this Service Agreement & Acceptable Use Policy or for any reason not prohibited by law.

If subscriber's account is suspended or interrupted, subscriber is not relieved of the obligation to pay the monthly account charges. Only delivery to WBS of a written notice of cancellation of this agreement at least five business days before subscriber's next billing period relieves subscriber of future charges. If subscriber sends WBS written notice of cancellation via E-Mail, WBS will contact subscriber or subscriber's Authorized Representative, by telephone, to confirm subscriber's decision to cancel this agreement. If subscriber cancels this agreement in accordance with the above, payments for pre-paid months beyond the month in which WBS receives notice of cancellation shall be refunded, unless subscriber's service agreement provides otherwise.

Delivery of WBS Services:

WBS does not guarantee Internet connection or wireless service one hundred percent of the time. WBS is not responsible for Acts of God or other casualty (such as vandalism or unforeseen acts of third parties) that may cause down time to some or all WBS subscribers. WBS reserves the right to suspend or interrupt service for necessary maintenance and/or expansion of service.

Any tampering with the subscriber's WBS equipment which requires a service call to restore service will result in the subscriber being charged for this repair.

As-is, Best-effort Service:

Subscriber acknowledges that WBS's services are provided on an as-available basis, and WBS makes no warranties of any kind, whether expressed or implied, in connection with the products or services provided hereunder, unless otherwise expressed in subscriber's residential or

commercial service agreement WBS may send information to subscriber that advises subscriber of any changes in service or of new services available to subscriber. WBS also may attach links with other information that may be of use to subscriber.

WBS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Neither WBS nor WBS's officers, employees, directors, agents or staff shall be responsible for any liability or damages subscriber suffers or others may suffer, which arise out of or relate in any way to this Service Agreement & Acceptable Use Policy or subscriber's use of the services provided thereunder. This includes, but is not limited to, any liability for lost profits, loss of use, loss of opportunity, loss of data, or any other loss, including that which may result from any use, misuse, delay, non-deliveries, mis-deliveries, service interruptions, negligence, errors or omissions. Use of any information obtained via WBS's network is at subscriber's own risk. WBS specifically denies any responsibility for the accuracy or quality of information obtained through WBS's services.

WBS is not responsible for any hardware that a subscriber may be using beyond the point of demarcation (explained at the time of installation for service), and makes no guarantee to the compatibility of subscriber equipment with WBS equipment, networks, or services.

Survey Request:

Subscriber agrees to fill out, as accurately as possible, any forms or questionnaires and surveys that are requested by WBS from time to time.

Modifications to this Service Agreement and Policy Statement:

WBS may modify this Service Agreement & Acceptable Use Policy at any time. Subscribers will be notified by email when material changes are made. The subscriber is responsible for keeping a current email address on file with WBS.

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12 Athol Rd. Warwick, MA 01378

By signing below, I hereby acknowledge that I have read and understand the terms and conditions contained in this Service Agreement and Acceptable Use Policy, and I hereby agree to comply with all such terms and conditions.

Subscriber's Signature

date

Subscriber's Name (printed)